

MARISH ACADEMY TRUST

**DEED OF VARIATION OF MASTER FUNDING AGREEMENT AND
SUPPLEMENTAL FUNDING AGREEMENTS**

13th June **2014**

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) Marish Academy Trust, a charitable company incorporated in England and Wales with registered company number 08073873 whose registered address is at Marish Primary School, Swabey Road, Langley, Berkshire, SL3 8NZ (the "**Company**").

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 1 June 2012 , a copy of which is contained in Schedule A, (the "**Existing MFA**").
 - B. The Parties have entered into a supplementary funding agreement in respect of the Marish Primary School on 1 June 2012 [, a copy of which is contained in Schedule B (the "**Existing Marish Primary School SFA**");
 - C. The Parties have entered into a supplementary funding agreement in respect of the Willow Primary School on 1 February 2013 , a copy of which is contained in Schedule C (the "**Existing Willow Primary School SFA**");
- and

LEGAL AGREEMENT

- 1. Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Amended Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule D (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but amends and re-states it.
- 3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing** Marish Primary School **SFA** shall be amended and re-stated in the form of the Amended Marish Primary School SFA set out in Schedule E (the "**Amended** Marish Primary School **SFA**"). For the avoidance of doubt, the Amended Marish Primary School SFA does not terminate or suspend the Existing Willow Primary School SFA but amends and re-states it.
- 4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Willow Primary School SFA shall be

amended and re-stated in the form of the Amended [Name of Second Academy] SFA set out in Schedule F (the "**Amended** Willow Primary School **SFA**"). For the avoidance of doubt, the Amended Marish Primary School SFA does not terminate or suspend the Existing Willow Primary School SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
4. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).

COUNTERPARTS

5. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto
and is intended to be and is hereby delivered on the last date listed
below.

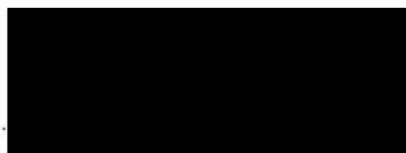
EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)



Secretary of State for Education

Date.....12/6/14.....

EXECUTED as a deed by
Marish Academy Trust acting by:



Director

Print name..

Date.....10.03.14.....



Director/Secretary

Print name..

Date.....10-03-14.....